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25. 25th Cong. 3d sess. 1727-1839.  
House

From Document No. 229

OF

THE HOUSE OF REPRESENTATIVES,

3d SESSION 25th CONGRESS OF THE UNITED STATES,

CONTAINING

**ALLEGATIONS OF FRAUD**

“IN RELATION TO THE SETTLEMENT

OF THE

**CLAIMS OF THE HALF-BREED RELATIVES**

OF THE

**WINNEBAGOE INDIANS,”**

IN WHICH CASE THE COMMISSION OF

*General Simon Cameron*

WAS SET ASIDE.

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*The original paper being now on file in the WAR DEPARTMENT  
in the city of Washington.*

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*(From the St. Louis Reporter.)*

SCARCELY JUSTICE.—We understand that the commissioner to re-examine and adjust the various claims under the Winnebago treaty, has performed that duty, and left Prairie du Chien. Gen. Cameron and Mr. Broadhead forced to abandon the \$60,000 on their infamous speculation, receiving but 6 per cent for the use of the money actually employed in the half-breed claims. It would have been nearer justice if they had been forced to lose the whole sum. This is the reward due their conduct.

**Harrisburg, Pa., 1839.**

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# EXECUTION OF TREATY

WITH THE  
**WINNEBAGOES.**

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WAR DEPARTMENT,

*July 21, 1838.*

SIR: By direction of the President, you are appointed a commissioner to examine claims of half-breed relatives of the Winnebago Indians, and debts due by the same Indians, for the payment of which provision was made in the treaty concluded with them on the 1st of November, 1837. You will be allowed \$8 for every twenty miles of travel, by the shortest and most direct practicable route, from your residence to Prairie du Chien, in Wisconsin Territory, and thence home, and for every twenty miles of necessary travel in the Indian country; and \$8 for every day actually and necessarily otherwise spend in the execution of your duties while there. You are authorized to draw Bills of exchange on the Commissioner of Indian Affairs, if at any time you should desire to do so, for such sums as may be due to you on account of mileage or services. These bills will be accompanied by accounts, showing, in detail, dates, distances, terms of service, &c., attested by your certificate.

Instructions for the execution of your duties will be transmitted to you by the Commissioner of Indian Affairs.

Very, &c.

J. R. POINSETT.

General SIMON CAMERON,  
*Middletown, Pennsylvania.*

Similar letter to James Murray, dated August 1, 1838.

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WAR DEPARTMENT,

*Office Indian Affairs, July 26, 1838.*

SIR: I have the honor to transmit an appointment constituting you a commissioner to examine claims against the Winnebago Indians, of November 1st, 1837. For the instructions that will govern you in the execution of your duties, I beg leave to refer you to the accompanying copy of those to the commissioners appointed to examine

similar claims under the treaty with the Sioux Indians. That part of them which contemplates an inquiry to ascertain the members of the tribe interested in the land ceded grew out of the peculiar phraseology employed in that treaty, and has no application to that with the Winnebagoes. Mr. G. W. Featherstonhaugh, jr. has been appointed secretary to your board, and directed to report to you in person at Prairie du Chien by the 20th August next. This day has been named with reference to all the circumstances of the case; and I have to request that you will make your arrangements to reach the same place at that time.

Governor Dodge, the superintendent of Indian Affairs in Wisconsin Territory, and Major T. A. B. Boyd, the sub-agent for the Winnebagoes, have been notified of your appointment, and directed to cooperate with you in any way the board may indicate.

Very &c.

C. A. HARRIS.

General SIMON CAMERON,  
Middletown, Dauphin county, Pennsylvania.

P. S. The appointment of joint commissioner with you has been tendered to Mr. Hardenbury, of New Jersey; but a few days will elapse before it will be known whether he will accept it.

C. A. H.

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WAR DEPARTMENT,  
Office Indian Affairs, July 26, 1838.

GENTLEMEN: I have the honor to communicate to you the instructions of this Department, for the execution of the duties devolved upon you as commissioners, to execute certain provisions of the treaty with the Sioux of the Mississippi of the 29th of September, 1837, a copy of which is enclosed.

You will please to make your arrangements to reach Fort Snelling by the 25th of August. The first step, after your arrival there, will be to fix the time and place at which you will enter upon the business of your commission, and the length of the notice proper to be given to the Indians and the claimants; and, upon these points, I recommend that you consult the Indian agent, Major Taliaferro. The time should be fixed with reference to the payment of the annuities, in order to avoid the expense of two councils; and the place should be within the Indian country, that the intercourse law of 1834 (a copy of which you will find with the agent) may be enforced, in preventing the introduction and sale of ardent spirits, and in removing improper persons, if any should obtrude themselves.

The agent will take the necessary measures to convene the Indians, and to subsist them while together.

In the 2d clause of the 2d article of the treaty, the United States stipulate to pay \$100,000 to the relatives of the parties having an interest in the land ceded, and who were represented by the chiefs and braves who signed the treaty. The first inquiry will therefore be, who are these parties? and, in determining this question, you will

have regard to the information you may receive from the agent, the chiefs, and other persons worthy of confidence, who, from their long residence in the country, have had means of forming opinions on the subject. The next step will be to obtain an accurate list of all the relatives of these parties, who have not less than one quarter of Sioux blood. You will receive the applications of all who may deem themselves entitled; and, to satisfy yourselves of their right to be admitted, it will be necessary to have recourse to the statements of the chiefs. These should be made publicly, and, if not controverted or disproved, they will be considered conclusive. The list should show the name, sex, and age, of each individual, the degree of his relationship to the Indians, and the amount awarded to him. It should also show your action in each case, and the reasons for your various decisions. When completed, you will submit it to the chiefs assembled in council, for their assent to it, which you will procure in writing, having their signatures duly witnessed. You will cause one copy of it to be transmitted to this office, and another to be deposited with Governor Dodge, the superintendent of Indian affairs in Wisconsin, or with the Indian agent. A third copy will be delivered by you to the person having charge of the money appropriated, with instructions to pay *each person* the amount allowed, and to take *his* receipt on the list, which will be his voucher. In determining the amount which each claimant shall receive, your attention will be directed to the following considerations: the degree of relationship, and the value and extent of services or supplies rendered to the Indians, or the capacity, disposition, and intention, to render them in future, as these constitute the entire foundation for this provision in the treaty. Relatives who reside among the Indians will be entitled, of course, to some portion of this fund; how large will depend on the result of your inquiries; in the case of non-residents, the most ample proof on the points indicated should be required. *There will no doubt be a number of MINORS, of ORPHANS, and of persons incompetent to make a right disposition of the sums allowed them.* Whenever husband and wife are living together, and their children are living with them, or wherever the children are living with one of their parents, and you become satisfied that such parents, or either of them, are competent to take care of their children, you will direct the portions of the latter to be paid to such parent. *In the cases of children who are orphans, or have been deserted by their parents, you are authorized to place their respective shares in the hands of some TRUST-WORTHY person, who will apply it faithfully for their benefit.* In the selection of this person you will consult the wishes of the chiefs; but they will not necessarily *determine* your action. The same course may be taken in the case of Indians you may deem incompetent to manage their affairs properly. All other persons of full age will receive their respective shares. In all cases, where you may deem it advisable, you can cause witnesses to be summoned, sworn, and examined before you; and the testimony thus procured should be transmitted to this office.

The 3d clause of the 2d article of the treaty provides that the sum of \$90,000 shall be applied to the payment of just debts of the Sioux Indians interested in the land ceded. This stipulation will not be so

construed as to extend it to any debts created since the date of the treaty.

Having ascertained, in the manner heretofore pointed out, who are the parties interested, you will call upon all persons holding claims against them to present them. You will require the respective creditors to deposite with you transcripts of their claims, exhibiting names, dates, articles, prices, and the original consideration of each claim. If notes or obligations, purporting to be signed by any of the Indians, shall be presented to you for allowance, you will inquire into the original consideration, and the circumstances under which they may have been signed. No such note or obligation will be received as evidence of a debt, unless the indebtedness shall be satisfactorily shown. If original books or entries cannot be produced, their loss or destruction must be proved. The sale of spirituous liquors to Indians being prohibited by the laws of the United States, no item of charge on that account will, under any circumstances, be allowed. You will prepare a roll of all the claimants, specifying the amount claimed by each, the places of residence or trade, the time when the debt was incurred, the kind of merchandise or other articles, the amount admitted by you to be justly due, and the amount rejected.

You will carefully record all the evidence in each case, and transmit it, with the affidavits themselves, if in that form, with the roll of claimants, and, with statements of the grounds of your decisions, to this office. The accompanying printed copy of a report on similar claims, against the Pottawatamies, will give you a clear idea of the manner in which your own should be prepared.

*Your examination cannot be too scrutinizing into the merits and justice of every claim. If it be against an individual Indian, he should be called before you, and each item in the account should be explained to him, and his assent or dissent to it required. If it be against the parties ceding the land collectively, or against either of the bands among them, as a band, the account should be explained in like manner, and their acknowledgment or denial taken. To this extent, I have no doubt, Indian testimony should be received; the weight it should have you must determine, after considering the character, general intelligence, and means of information, of the witness. The moral duty of paying every just claim should be pressed upon the Indians; and, in receiving their statements, you will bear in mind the danger arising on the one hand from a disposition to evade an obligation; and, on the other, from the exercise of IMPROPER INFLUENCE by any of the claimants.* The creditors will be required to swear to their accounts, and the testimony of disinterested persons will also be taken in regard to the justness of the prices charged. If the aggregate of claims admitted by you shall exceed the sum provided in the treaty, you will report the amount due to each claimant, after a *pro rata* distribution; and this he will be required to take, in full of all demands against these Indians up to the date of the treaty. Your decisions will be final. The assent of the Indians to your report you will procure in writing.

The sum appropriated for the half-breeds will be sent, in due season, to MAJOR E. A. HITCHCOCK, at St. Louis, who will make the necessary arrangements for its disbursement, under your direction.

The sum appropriated for the payment of debts will be retained here. You will give each claimant a certificate of the amount allowed him; and, upon his draft on this office, appended to this certificate, the payment will be made in New York. I enclose forms of certificate and draft. The sum of \$500 for contingent expenses, such as stationery, &c., has been remitted to Captain Hitchcock, who will provide for its disbursement, on your requisition.

You are each authorized, if you desire to do so, to draw on this office, from time to time, bills of exchange for such sums as may be due to you on account of mileage or services. These bills must be accompanied by accounts, showing, in detail, dates, distances, terms of service, &c., and attested by your certificate. A similar authority has been given to your secretary, whose accounts, however, must be certified by one or both of you.

Mr. T. P. Spierin has been appointed secretary to your board, and instructed to report to you, and perform such duties as you may prescribe.

Very, &c.

C. A. HARRIS.

L. T. PEASE, Esq., *Hartford, Connecticut*, and  
W. L. D. EWING, Esq., *Vandalia, Illinois*.

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OFFICE MILITARY DISBURSING AGENT, IND. DEPT.,

*St. Louis, November 6, 1838.*

I have been compelled, *from a sense of duty*, to suspend payment of the Winnebago half-breed money until I can receive your instructions.

I was directed to pay the half-breeds, on the "*requisitions of the commissioners.*" The usage of the Department, under similar instructions, as understood by me, has been for the persons authorized to make requisitions to require the payment to be made *to the proper claimant.* (From No. 1, Rev'd Reg's No. 3.) If the claimant is a white man, and disposes of his claim, it is his business, and his right so to do is not disputed. *In the case of the Indians the rule is different*, the 31st par. Rev'd Reg's No. 3 being explicit on this point.

Half-breeds are neither white men nor Indians, as expressed in their name; and the proper treatment of them is neither defined in the regulations, nor, perhaps, established by usage. If it is said they are not Indians, and must therefore be treated as white men, it may more plausible be said they are not white men, and *ought therefore to be treated as Indians, as they unquestionably have been in almost all treaties* containing stipulations in their favour. (Art. 1st, treaty 4th August, 1824, Sacs and Foxes; arts. 6 and 11, treaty June 3d, 1825, Kansas; arts. 3 and 6, treaty October 6, 1818, Miamies; art. 3d, treaty 23d October, 1826; art. 4th, treaty December 29, 1835; art. 2d, treaty August 29, 1821, Ottawas, Chippewas, &c., last part of the art.; art. 2d, treaty February 18, 1833, Ottawas, &c.; and especially the spirit of the 6th article, treaty 28th March, 1836, Ottawas and Chippewas.)

*It is against all knowledge* (although there may be exceptions) *to suppose the half-breeds are acquainted with the nature of powers of at-*

*torney and bills of exchange; and to discuss a question concerning them, upon a presumption of their moral responsibility to our laws and usages, is, to my mind, an absurdity.*

Premising thus much, I have to state that the fund for the payment of the Winnebago half-breeds was not received by *me until the 9th ultimo*. I availed myself of the first boat and first opportunity, (which occurred on the 16th,) and sent it from this city to Prairie du Chien, to be paid to the persons whom the commissioners might designate as the proper claimants.

But the commissioners had decided to require payment, *not to the individual claimants, but, almost exclusively, to third persons, and principally to a moneyed man, who travelled from Philadelphia with a large amount of Philadelphia bank notes, (doubtless for some lawful purpose,) upon his procuring powers of attorney.* I do not wish to question the motives of this moneyed man in following the commissioners to Prairie du Chien with his bank notes; but I cannot sufficiently express my regret that the late date at which the half-breed money was remitted has given him the opportunity of purchasing, *with his rags,* the claims of A MISERABLE BODY of IGNORANT half-breeds, totally unacquainted with the nature of the business in which he was engaged.

Another class of persons in whose favor the commissioners have required payments are called GUARDIANS and TRUSTEES, NOT ONE OF WHOM has been *required to give bond for the faithful disposition* of the money.

To pay these people without requiring bonds will scarcely be even a FORM OF PAYMENT; and to suppose that ten per cent of the money, if thus paid, can ever benefit the proper claimants, is to defy all experience.

The commissioners, who are now in town, observe, on this point, that they had no instructions to require bonds, and that, *therefore,* their doing so "would not be legal;" but I do not see the sequence.

One among these selected trustees was arrested for debt in this city last spring; another, I have been credibly informed, dared not come here, on account of his debts; and a third is a most notorious gambler. Two of these, I venture to say, could not borrow a thousand dollars to save them from the county jail.

It is from no disposition to retain the money in my hands that I suspend this payment. I had already sent it to Prairie du Chien; and my sending to the Sioux half-breeds their hundred and ten thousand dollars, without instructions, as reported by my letter of the 9th September, will show my readiness to disburse the public money when I am satisfied with the occasion; but *the well-known and ENORMOUS frauds upon half-breeds* of other tribes impose upon me a duty in this case; and I cannot pay this money to the Winnebago half-breed claimants without instructions, based upon a knowledge of the circumstances (doubtless unexpected to the Department) growing out of the fact that the money was not at Prairie du Chien until the commissioners had closed their labors.

I enclose, herewith, a list of claimants, as ascertained by the commissioners, with their requisition attached to it, which I request may

be returned to me. I also send copies of individual orders or drafts, which will explain the manner of requiring payment.

I cannot close this letter, long as it is, without observing that the Department thought proper to indicate a distinction between the claims of white persons and those of half-breeds, by paying the former in Washington, while the money was sent for the latter. It appears to me the distinction thus drawn was not without meaning, extending, as it did, to all the tribes on the upper Mississippi.

Since writing the foregoing, I have seen and conversed with the commissioners. They urge that they were expected to *distribute* the money, and that **THEY only are RESPONSIBLE**. I answered, that their instructions were given under the presumption that the money would be on the spot, to be *distributed* by them to the *proper claimants*; that the money not being there presented a contingency not anticipated; and that, *in point of fact, their duties could not be executed, and should have determined on the knowledge of that contingency.*

I have also seen *some of the claimants, one of whom has held out a threat of protest*; but this was merely done to test the strength of my determination.

I hope, in considering this matter, you will do me the justice to bear in mind that I have already shown my willingness to pay the money, by sending it to Prairie du Chien.

I have remarked to the claimants, that I presumed the drafts would ultimately be paid, but that, in my belief, they were given under circumstances not contemplated in the instructions of the commissioners, and that the circumstances were of a character that required a higher sanction for the payment than my own, and, in short, that the *Department* could bear better than myself the **RESPONSIBILITY of payment**.

Very respectfully, your obedient servant,

E. A. HITCHCOCK, *Major, M. D. Agent.*

P. S. The importance of the *list of claimants* referred to has induced me to retain it until I can prepare a copy, which I will transmit tomorrow.

E. A. H.

T. HARTLEY CRAWFORD, Esq.,  
*Commissioner of Indian Affairs.*

No. 10.—\$2,800.

PRAIRIE DU CHIEN, WIS. TER.,

October 25, 1838.

Pay to *D. M. Brodhead, Esq.*, or order, two thousand eight hundred dollars, being the amount awarded to James, otherwise called Jacques L'Ecuyer, in his own right, as a half-blood Winnebago, and in right of David Twiggs, his adopted son, of quarter Winnebago blood, out of the fund provided for the relatives of the said Winnebago Indians of not less than one quarter blood, under the treaty of November 1, 1837; and for which sum a receipt has been signed, on the list of said relatives with which you have been furnished; the said D. M. Brodhead

being the duly constituted attorney in fact of the said James or Jacques L'Ecuyer, as per letters of attorney filed with us.

SIMON CAMERON, } U. S. Com'rs.  
J. MURRAY, }

To Major E. A. HITCHCOCK,  
*United States Disbursing Agent, St. Louis.*

*Endorsement on the above.*

Pay to N. Boilvin, or order.

D. M. BRODHEAD.  
N. BOILVIN.

No. 27.—\$2,400.

PRAIRIE DU CHIEN, WIS. TER.,

October 25, 1838.

Pay to Hercules L. Dousman, or order, twenty-four hundred dollars, which is the amount awarded to the said Hercules L. Dousman, as the trustee of Antoine Grignon, Hypolite Grignon, and Archange Grignon, (minors,) quarter-blood Winnebagoes, out of the fund provided for the relatives of the said Winnebago Indians of not less than one quarter blood, under the treaty of November 1, 1837; and for which sum a receipt has been signed on the list of said relations, with which you have been furnished.

SIMON CAMERON, } U. S. Com'rs.  
J. MURRAY, }

To Major E. A. HITCHCOCK,  
*United States Disbursing Agent, St. Louis.*

*Endorsement on the above.*

Pay to Pratte, Chouteau, & Co., or order.

H. L. DOUSMAN, *Trustee.*  
PRATTE, CHOUTEAU, & Co.

No. 29.—\$900.

PRAIRIE DU CHIEN, WIS. TER.,

October 25, 1838,

Pay to Ellen St. Cyr, or order, nine hundred dollars, which is the amount awarded to the said Ellen St. Cyr, in her own right, as a half-blood Winnebago, out of the fund provided for the relations of the said Winnebago Indians of not less than one quarter blood, under the treaty of November 1, 1837; and for which sum a receipt has been signed on the list of said relatives, with which you have been furnished.

SIMON CAMERON, } U. S. Com'rs.  
J. MURRAY, }

To Major E. A. HITCHCOCK,  
*United States Disbursing Agent, St. Louis.*



*Endorsement on the above.*

Pay the within to N. Boilvin, or his order.

ELLEN St. CYR, her x mark.

Witness present: H. L. DOUSMAN,

Pay to Pratte, Chouteau & Co., or order.

N. BOILVIN,  
PRATTE, CHOUTEAU & Co.

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OFFICE MILITARY DISBURSING AGENT, IND. DEPT.,

*St. Louis, November 8, 1838.*

SIR: It was not my intention, as certainly it was not my wish, to occupy your time with another communication on the subject of the Winebago half-breed money; but as new circumstances come to my knowledge, I must write, *to do justice to the subject*, to myself, and to others.

*I have crossed the purposes of a BAND OF GREEDY SPECULATORS*, and brought upon myself the maledictions of many who will pretend an infinite degree of sympathy for the very half-breeds *whom they have CHEATED and almost ROBBED*, by *what will boldly be put forth as a legal proceeding*. Be the consequences what they may, I rejoice that I have, for a few weeks at least, suspended the execution of this business.

*I have now to inform you that I know an instance where a man, selected by the COMMISSIONERS as a "trustee," received, in that capacity, an order for \$1,800, who has, in this city, offered it in payment of a note of his own, due last summer, and which note was dishonored and paid by his endorser, and the amount suffered to remain a debt due the endorser to this day. Can this man be worthy of the trust reposed in him? And is it possible that instructions could have contemplated the payment of money in trust to such persons, without taking a bond for its faithful appropriation?*

*I am informed, and have not the slightest doubt of the fact, that every possible exertion was made to DECEIVE the half-breeds into the belief that the Government was without money; was not disposed to pay the half-breeds; and that, if they permitted the opportunity of selling their claims to pass, they would never receive any thing; and that one claim of \$1,800 was actually thus sold for \$400. Can such a transaction pass in review without condemnation, because it may wear the color of law? It is monstrous; and, if lawful, the law is a scourge to the innocent.*

It will be urged upon you, that actual claimants have been refused money in their own proper persons, and subjected to great losses. I am not so blind as not to see the use intended to be made of a farce enacted in my office, *when an artful "attorney in fact" and "trustee" brought into my presence a half-breed named Oliva, one of five only who received requisitions in their own names, for the purpose of*

making a case upon which to complain of hardship. I request you to examine the list of claimants, as shown on the copy forwarded, and you will see but five of the whole body have had the wit and strength to withstand the influences brought to bear *by the CUPIDITY of white men*, and received certificates in their own name. Oliva, one of the five referred to, will not suffer; the wit that secured him at Prairie du Chien will not abandon him here; and he is the only one I have heard of as having come here except by attorney in fact or by "trustee."

It is in vain *to attempt to SMOTHER the GROSSNESS of this proceeding*. Why were not the certificates of claim simply recorded in favor of the original and proper claimants, if the commission must needs go through the form of payment? Was it because such certificates were not drafts? Was it because the "attorneys in fact" could not press their claims under purchase with half the show of right they now pretend?

I beg of you to examine attentively the list of claimants forwarded yesterday. You will see the names of but five original claimants reported as having received orders on me. This was known to the commissioners, who, when I suggested the propriety of making payment at Prairie du Chien, immediately informed me that claims for nearly the whole amount were already in this city. I *grieve to say* it, but the impulse is irresistible, and I must express my apprehension that *the form of payment was acquiesced in for the security of the purchaser*, and not for the benefit of the claimant; and that in this proceeding *the commissioners yielded their duty of guardianship of the half-breeds to a seeming compliance with the forms of law, for the protection of "attorneys in fact."*

There has been great eloquence wasted in an argument to prove that the proper claimants are scattered, and beyond the reach of the paying agents of the Indian department; *but this is all a waste of words*. If they live with Indians, they can be found with them. If with white men, their blood will distinguish and publish them; and I, for one, as a disbursing agent, *do not thank the commissioners for an attempt to save me from the performance of a duty appertaining to my situation*. If "attorneys in fact" can find the claimants, so can the officers of the Indian department. If it be said that they have paid the claimants already, and are not expected to find them, the assertion truly characterizes the whole proceeding, and shows in what manner these "attorneys in fact" became invested with the *confidential* trust they have filed with the COMMISSIONERS.

The *powers of attorney were purchased, and for the most part by an utter stranger, a man entirely unknown to the half-breeds*, and having not the shadow of claim upon their confidence but through the contents of his purse. The *commissioners inform me that they have no knowledge of the sale of claims; yet THEY informed me that the CLAIMS were nearly all here*. In the *first assertion they must speak in a technical sense*, and can only mean that the powers of attorney do not show the sale; while, in the second, they know, *in another sense*, all about the claims—where they are and *HOW* they were procured. I do not wish to be disrespectful to the commissioners; *but I must think they were not selected at a great distance from the scene of their*

*duties, at \$5 per day, at Congress travelling days, and their expenses all paid besides, to act with TWO SPECIES of knowledge, and shield themselves from a HIGH MORAL RESPONSIBILITY by keeping the law on their side.*

I was officially informed that their sittings were to have been held in the Indian country, where all the expenses were to be paid by the Government, in order to secure justice to the claimants; and drafts on the Government, for UPWARDS OF \$5,000, are now in motion, besides the per diem due the COMMISSIONERS on account of the expenses incurred by their commission; and yet, by a seeming fatality, *the half-breeds have been CHEATED and abused under THEIR EYES, and they "DON'T KNOW IT."*

I recommend that payment be ordered to the original claimants; that the list reported by the commissioners be regarded only as a schedule like that embraced on page 588 of the book of "Treaties to 1837," except that "trustees" be paid on giving proper bonds; and the half-breeds can then refund the amount advanced to them by "attorneys in fact."

Very respectfully,

A. E. HITCHCOCK,  
Major, M. D. Agent.

T. HARTLEY CRAWFORD, Esq.,  
Commissioner of Indian Affairs.

P. S. I have just been informed that *the claimants at Prairie du Chien, on hearing that the money for them had actually been sent to the Prairie, contrary to assurances given them, sent to this place a protest against the proceedings of the commissioners, to stay the money in my hands; and it has been intimated, from a respectable source, that THE AGENT HAS BEEN BOUGHT to silence.*

Time may disclose something on this subject important to the honor of the Government.

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OFFICE DISBURSING AGENT, IND. DEPT.,

St. Louis, December 3, 1838.

SIR: I have the honor to acknowledge the receipt of your letter of the 21st ult., directing that no payments be made from the funds for Winnebago half-breeds without further instructions, and requesting me to communicate any further information I may have on the subject of the mode of payment directed by the late commissioners at Prairie du Chien.

Since my reports upon this subject, there has not been time to communicate with any one at Prairie du Chien; but I have a letter from General Street, dated at that place, November 1st, after the commissioners had left there, and before he could have heard of my proceeding. General Street says, in reference to the *Winnebago commissioners*, "the course pursued by the *commissioners* here has been very different from that of Mr. Fleming at Rock island From

the statements of correct persons here, the **MOST SHAMEFUL BRIBING and FAVORITISM HAVE BEEN PRACTISED.**"

In a matter of so much importance, involving the reputation of gentlemen honored with the commission of the Government for the execution of a high trust, and affecting the interest of many individuals who have confided in the integrity of the Government agents, it is of the utmost consequence that nothing should be received as decisive, to the prejudice of such interests, without the fullest assurance of necessity.

I mention this consideration to show that I am aware of the responsibility under which I express my satisfaction with the order of the 21st ult., and recommend that it be continued until definite reports can be received from the parties interested at and in the neighborhood of Prairie du Chien. There is, however, one claimant living in this city, to whom I had sent the order of the 20th, with a notice of my readiness to pay him in his own proper person. Should he make his appearance, good faith will require me to make the payment. This I presume may be done without injustice to any one. Those who received drafts in their own right might also be paid the amounts awarded to them; for they cannot be entitled to less, though it is possible they should receive more.

I have the means, and shall employ them, of procuring accurate information from Prairie du Chien; and the results will be reported without delay.

I am, very respectfully, your obedient servant,

E. A. HITCHCOCK,  
*Major, M. D. Agent.*

T. HARTLEY CRAWFORD, Esq.,  
*Commissioner of Indian Affairs.*

OFFICE DISBURSING AGENT, INDIAN DEPARTMENT,

*St. Louis, December 5, 1838*

SIR: The REV. MR. LOWREY, the superintendent of the Winnebago school and farm, under the treaty of 1832, being in this city, has furnished the enclosed letter in reference to the conduct of the commissioners at Prairie du Chien, having duties under the treaty of 1837.

Very respectfully, your obedient servant,

E. A. HITCHCOCK  
*M. D. Agent.*

T. HARTLEY CRAWFORD, Esq.,  
*Commissioner of Indian Affairs.*

ST. LOUIS, *December 5, 1838.*

DEAR SIR: Your letter of yesterday, on the subject of the late purchase of the claims held by the half-breeds of the Winnebagoes, is

now before me. In reply, I beg leave to say that, during the investigation of the commissioners in reference to this matter, I was confined at home by sickness, so that I had no opportunity of witnessing, in person, any facts in reference to the purchase of the claims in question; but, so far as public rumor can be relied on, I have no hesitation in saying that *those half-breeds were shamefully CHEATED out of their RIGHTS*; and I believe this is the *general impression of the disinterested part* of the community at Prairie du Chien. Not having inquired into the true origin of the reports which have come to my knowledge in this affair, I decline giving any facts at present, but will, on my return home, render special attention to the subject, when you shall hear from me again.

Great dissatisfaction prevailed among the half-breeds; and I have no doubt but they will be much pleased with the suspension of payment which has taken place.

Yours, with high regard,

D. LOWRY,

*Superintendent Win. School and Farm.*

Major ИГГЕНСОК.

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WAR DEPARTMENT,

*Office Indian Affairs, January 28, 1839.*

SIR: By the treaty of 1st November, 1837, (ratified June 15, 1838,) a fund was provided for the payment of the debts of the Winnebagoes, "which may be ascertained to be justly due, and which may be admitted by the Indians."

To carry out this provision, and to ascertain the just debts due by those Indians, James Murray, Esq., of Maryland, and Simon Cameron, Esq., of Pennsylvania, were appointed commissioners. The instructions, dated the 26th day of July, 1838, by which they were to be governed in making their examinations, directed them to "require the respective creditors to deposite with you transcripts of their claims, exhibiting names, dates, articles, prices, and the original consideration of each claim. If notes or obligations, purporting to be signed by any of the Indians, shall be presented to you for allowance, you will inquire into the original consideration, and the circumstances under which they may have been signed. No such note or obligation will be received as evidence of a debt, unless the indebtedness shall be satisfactorily shown. If original books or entries cannot be produced their loss or destruction must be proved;" and enjoined upon them to "prepare a roll of all the claimants, specifying the amount claimed by each, the places of residence or trade, the time when the debt was incurred, the kind of merchandise or other articles," &c. In an after part of the instructions, they were informed that "your examinations cannot be too scrutinizing into the merits and justice of every claim. If it be against an individual Indian, he should be called before you, and each item in the account should be explained to him, and his assent or dissent to it required. If it be against the parties ceding the land, collectively, or against either of

the bands among them, as a band, the account should be explained in like manner, and their acknowledgment or denial taken." And elsewhere in the instructions it is said. "your decisions will be final. The assent of the Indians to your report you will procure in writing."

"The sum appropriated for the payment of debts will be retained here. You will give each claimant a certificate of the amount allowed him ; and, upon his draft on this office, appended to this certificate, the payment will be made in New York."

Under these instructions, the commissioners repaired to the Indian country, and, on the 15th December last, filed a written report of the manner in which they had discharged their duties ; and afterwards, viz : on 28th December, placed in this office the evidence and other papers on which they had made their decisions. They report that they soon ascertained "that it was not in the power of the traders, in more than one or two cases, to obey that part of the instructions requiring the presentation of transcripts from their books, giving names, dates, articles, &c., as the proof was abundant and uniform that it had not been the habit of the traders to keep books of Indian credits ; and there were but few cases in which books or memorandums had been kept at all ; and in all but ——— cases these books or memorandums had been destroyed or lost," because, they say, if the Indian hunts of one or two years did not pay their debts, they were regarded as desperate. We are further informed that, "after proof that rough books or memorandums of credits had, in some few instances, been kept, and afterwards lost, the parties were not only unable to file transcripts, exhibiting names, dates, &c., but could not furnish, from proof or recollection, the articles sold, their prices, or the parties who purchased." They found that a note had been given only in one case, and had no proof that sales had been made to the nation at large, or to particular bands thereof. Under these circumstances, the commissioners determined to receive proof of the capital employed, of the sales, and the proportion of them made on credit, not in particular cases, (with a very few exceptions,) but according to the general course of Indian trade, and satisfied themselves "that about one half the sales were *generally* made on credit, of which from one half to one third were never received." It appears that the creditors of the Winnebagoes held a meeting and passed resolutions, which were informally submitted to the commissioners, and, without receiving their official sanction, they say, "shed lights upon the subject, which were found afterwards of essential service in the settlement of our business ; and the rules laid down by them were adopted by our board, so far as they corresponded with the evidence taken upon the subjects to which they referred." It appears that claims were presented to an aggregate amount of \$528,219 33, which the commissioners considered proved to the amount of \$160,886 30, and that a *pro rata* distribution of 93<sup>17</sup>/<sub>100</sub> cents in the dollar was made, for which certificates were issued.

*Can this report be confirmed?* As the instructions say the report shall be final, it may be proper to remark that, to make it so, *the commissioners must* appear to have acted *within the fair scope* of the powers *confided* to them. The Government never could have intended to say that they meant to sanction whatever was done, be *it RIGHT*

or WRONG, *authorized or not*. The natural and legal construction of an exercise of delegated authority is that it shall be conclusive, if confined within the prescribed limits; in other words, the opinions formed or decisions made will not be interfered with, provided the rules laid down are observed. In this report of the proceedings of the commissioners, there appears in a *very large proportion* of the cases to have been a total departure from their instructions. Transcripts were not produced; items were not set out; the articles alleged to have been sold not particularized; and we are told the Indians who bought could not be recollected. In what sense can such claims be called debts? The commissioners say the tribe assumed by the treaty to pay the individual debts, and by the assumption made them national; and therefore the agreement in council, appended to the report, that it was correct, sanctifies the proceeding. I cannot agree to this. The nation agreed to pay individual debts; but surely that does not dispense with establishing them. Unless proved, to what can the Indians consent? It is a mere charge of personal responsibilities upon a general fund, leaving the necessity of making out that responsibility where it was before. I do not say that books, though the most usual and the best evidence of indebtedness by account, are indispensable, but some proof is necessary; and in the case of Indians, allowing every thing for the mode of doing business it can be made, or, if it cannot, there is no evidence that any thing is due. Other commissioners have found proofs, and no difficulty interposed itself that was not overcome. The statement of claim is often: The Winnebago nation of Indians to ———, Dr. To amount due for losses on goods sold, from ———, 1815 to ———, 1837, \$———. And the evidence in support of very many of the claims in this report is, that A B dealt with the Winnebagoes for a series of years; that he employed so much capital in each year; that he *must have lost largely*; and the witnesses believe that there is due him *not less than* \$———. The TRADERS had a meeting, and passed resolutions, which were submitted to the commissioners, and adopted by them so far as they corresponded with the evidence. They were the CLAIMANTS, and the persons whose ACCOUNTS were to be *sifted*. The assent obtained, and appended to the report, is signed by eight chiefs. The report states that not one national or band debt was owing; and yet the chiefs, *who knew nothing* of the matter, are the consenting parties, instead of the individuals who contracted the debts. On this subject the instructions are positive. This assent admits nothing. It seems to be thought there is some support given to the claims by the setting apart of ——— dollars in the treaty to pay debts—which is regarded as an acknowledgment that the Winnebagoes owed so much. I place no reliance on Indian admissions on such subjects. They have no idea of large amounts; but if they had, I am at a loss to see how it can aid in establishing particular debts. The advantage of the trade is all on the side of the whites; they have the power to keep books, or to secure other evidence; and if they fail the fault is their own. The Indian is only asked to assent or dissent, and has no means of opposing a claim, or contradicting the evidence adduced against him; and the least, I think, that can be done for him is, to require a man who sets up a claim to prove it.

I have examined this report laboriously, and reflected upon it seriously and anxiously, with a desire, if possible, to advise its confirmation, for the certificates that were given by the commissioners have passed into and through many hands; but a *SENSE of duty* to the *Indians* and to the *Government* constrains me to *recommend its REJECTION*, and that the matter be recommitted to a *NEW COMMISSION*, either under the former instructions, or such modification of them as you may think advisable.

A further duty was confided to the commissioners. By the treaty, the United States agreed "to pay, under the direction of the President, to the relations and friends of said Indians, having not less than one quarter of Winnebago blood, *one hundred thousand dollars.*"

They were instructed to receive the applications of all "who may deem themselves entitled; and, to satisfy yourselves of their right to be admitted, it will be necessary to have recourse to the statements of the chiefs. These should be made publicly, and, if not controverted or disproved, they will be considered conclusive. The list should show the name, sex, and age, of each individual, the degree of his relationship to the Indians, and the amount awarded to him; it should also show your action in each case, and the reasons for your various decisions. When completed, you will submit it to the chiefs assembled in council, for their assent to it, which you will procure in writing, having their signatures duly witnessed. You will cause one copy of it to be transmitted to this office, and another to be deposited with Governor Dodge, the superintendent of Indian affairs in Wisconsin, or with the Indian agent. A third copy will be delivered by you to the person having charge of the money appropriated, with instructions to pay each person the amount allowed, and to take his receipt on the list, which will be his voucher." It was anticipated there would be minors, orphans, and persons incapable of using discretely the sums allowed them. As to persons of this character, the commissioners were directed that, "whenever husband and wife are living together, and their children are living with them, or whenever the children are living with one of their parents, and you become satisfied that such parents, or either of them, are competent to take care of their children, you will direct the portions of the latter to be paid to such parent. In the cases of children who are orphans, or have been deserted by their parents, you are authorized to place their respective shares in the hands of some trustworthy person, who will apply it faithfully for their benefit. In the selection of this person you will consult the wishes of the chiefs; but they will not necessarily determine your action. The same course may be taken in the cases of Indians you may deem incompetent to manage their affairs properly. All other persons of full age will receive their respective shares." They were also informed that "the sum appropriated for the half-breeds will be sent, in due season, to Major E. A. Hitchcock, at St. Louis, who will make the necessary arrangements for its disbursement, under your direction."

As to the persons entitled under this clause of the treaty, and the steps pursued by the commissioners to *ascertain them*, as developed in their report, I perceive no ground of exception. But there is a vital particular in which, in my judgment, the instructions are not



only violated, but which, if this branch of the report could be sanctioned, would divert the **\$100,000** from the *quarter-blood Winnebagoes*, and put it in the *pockets of WHITE MEN*. The instructions point plainly to the *payment* of the money to the *Indians*; and if they did not, it seems to me the appearance by attorney in fact, and the granting of certificates to those representatives, opened so wide an entrance to FRAUD that I cannot repress the expression of *my* SURPRISE that such a course should have been deemed proper. The money was to be paid to the RESPECTIVE PERSONS ENTITLED TO IT, except in the instances of *minors, orphans, and incompetents*. The execution of the treaty, in either its spirit or letter, forbade any other procedure; and yet, out of NINETY-TWO INDIANS of mixed blood, the report shows that only THIRTEEN received certificates for their own money, either by themselves or parents; of the remaining *seventy-nine*, certificates were granted on *sixty-claims* to attorneys in fact, and *only nineteen* to trustees. Where was the necessity for these attorneys? *Are they not assignees of these claims?* I HAVE NO DOUBT OF IT. A large proportion of the letters of attorney appear to have been granted by the father for his *minor children*, in many instances *three or four years old*. This he had no legal power to do; his authority extended only to the receipt of the money under the directions of the department. The authority he could not delegate. The whole proceeding was for *this reason void*. But the persons who appeared as attorneys were *purchasers* from the parent of the money and rights of his children, which he could not sell. The Government cannot *stand by and allow such things to pass*. The Indians probably received a mere PITTANCE for undoubted RIGHTS, previously ascertained, about which no agency was necessary nor service required, and must not be deprived of the benefit intended them by the treaty. The certificates granted in these cases have, in all likelihood, passed through various hands, and inconvenience may be experienced in consequence by the present holders of them; but these Indians have a right to look to the Government for PROTECTION, whose duty it is to see that no evil befalls them that can be prevented by vigilance and care. Besides, the commissioners had no authority to grant these certificates; no such power was given them. The money intended to meet the claims was sent, but did not reach its destination seasonably, and the certificates were resorted to as a substitute. It is not required, for the purposes of justice, that the Indians should retain what may have been paid them heretofore by their attorneys in fact, and receive the whole sum allotted them by the commissioners.

It will be necessary, if you concur in the first part of this report, that A NEW COMMISSION BE CONSTITUTED, to pass upon the debts of the Winnebagoes; and it might be charged with the duty of ascertaining, *from the mixed bloods*, how much they had received for their claims, and paying them the *balance of their respective allotments*, return to the assignees, respectively, the sums they had paid.

The trustees appear to have been appointed by the commissioners, but I think the money should not be paid in any instance without the giving of a bond, with sureties, to be approved of by the nearest Indian agent, or by such other person as may be designated, for the faithful discharge of the trust, and the paying over of the money, when the

person for whose use it is held arrives at twenty-one years of age, or sooner, if demanded by the Government.

I have the honor to be, very respectfully, your most obedient servant,

T. HARTLEY CRAWFORD.

Hon. J. R. POINSETT,  
*Secretary of War.*

*Endorsement by the Secretary of War.*

Report approved, except in so much as proposes to charge the commissioners with the duty of ascertaining from the mixed bloods how much they have received for their claims, and, after paying them the balance of their respective allotments, return to *the assignees*, respectively, the sums *they* had paid. The DEPARTMENT WILL IN NO manner recognise those TRANSACTIONS.

A NEW COMMISSION WILL BE FORTHWITH APPOINTED.

J. R. P.

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WASHINGTON CITY, *February 4, 1839.*

SIR: I have the honor to enclose, for the information of the Department, two papers forwarded to me by General J. M. Street, from Prairie du Chien, having reference to the proceedings of the commissioners, General Cameron and Mr. Murray; one a statement of John Bt. Peon, in presence of Jos. M. Street, Indian agent, and D. Lowry; the other a statement, over the signature of J. M. Street, reporting his own information, together with information purporting to have been furnished by Frederick Oliva, a Winnebago half-breed.

Very respectfully, your obedient servant,

E. A. HITCHCOCK,  
*Major, Military Disbursing Agent.*

Hon. T. HARTLEY CRAWFORD,  
*Commissioner of Indian Affairs.*

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*Statement respecting Mr. Brodhead's purchasing half and quarter-breed claims.*

INFORMATION FROM FREDERICK OLIVA.

Mr. Peon has one son and one daughter, named Jean Bt. Peon and Angelic Peon. Mr. Peon, the father, sold the claims of his two children to Mr. Brodhead, for \$400 for each separate claim, and

received certificates of the commissioners for \$1,600 each, which drafts were given in the possession of Mr. Brodhead.\*

In the case of Antoine Grignon, who sold his claim to Brodhead for \$800, and received certificates of the commissioners for \$1,600, Mr. Grignon received, under the treaty, \$2,000.

In the case of John Roy, who sold his claim for \$800, to Brodhead, he receiving of the commissioners a draft for \$1,000, Mr. John Roy received, under treaty, \$2,000, as shown in the schedule of donations.

Frederick Oliva states that Mr. Brodhead and Mr. Boilvin came to see him two or three times, on the subject of purchasing his half or quarter breed claim, "when he finally told them that he did not choose to sell his claim, but would abide the decision of the commissioners; upon which he was solicited by Mr. Brodhead to manage or present his claim to the commissioners, for which Mr. B. would charge him 10 per cent, assuring claimant that if he did not receive \$1,500 he would not charge him any per centage for his trouble; to which claimant consented, and received a draft for \$1,500, for which he paid Mr. B. \$150."

Joseph M. Street states that a Mr. Campbell, who married Sophia Palen, daughter of Joshua Palen, (mention of whom is made at page 440 of treaty book, in the 5th article of a treaty with the Winnebagoes,) by a half-blood Winnebago woman, the sister of Mrs. Peon, came to the residence of said Street, in Prairie du Chien, the 3d of November, 1838, and inquired of said Street what the commissioners had given his wife, as a part of the \$100,000, and when it would be paid. Street answered, I have just got home, and know nothing of the business done by the commissioners. They left here, I learn, yesterday. I brought up the \$100,000 from Major Hitchcock to Dr. Reynolds, and the money is now here in the room. Dr. Reynolds is at St. Peter's. The money, I presume, will be paid on his return, as I have sealed letters from Major H. to him.

Mr. Dousman then came in, and asked me if I had brought the \$100,000 for the relations of the Winnebago Indians. I replied I had, and made the same statement as to Dr. Reynolds. Mr. D. then set to persuade me to take or send the money back to St. Louis. I utterly refused to do either, on any consideration; and remarked it would be useless, for the money is to be paid at this place, to the half and quarter blood Winnebagoes, and I do not think it will be paid any where else. Mr. D. said the relations had mostly all sold their dividends, and the drafts had gone along with the commissioners, the day before, to St. Louis. I replied, I don't think the orders of half and quarter breeds will be paid. The money will only be paid to the relations or guardians, who will be required to give bonds and security, &c. That I could not understand how the dividends of *minors* could be paid to order; *who can* give the order, and *who acts* for them? Mr. D. answered, all that has been settled by

\* Note by General Street.—This only differs from Peon's statement the \$300, subsequently paid to P. by B., as P. states, and which we presume Oliva was unapprized of, as it took place after the first agreement.

the *commissioners*, and all we want of you is to get the money to St. Louis.

I then remarked, upon what Mr. Campbell said of classification of claims, that they were in three classes—Nos. 1, 2, and 3—and No. 1 was the largest amount and No. 3 the smallest; and yet some of half-blood were in No. 3, and some of quarter in No. 1. I said the Indians declared their intention was, to get the names of all their relations of not less than quarter blood, and divide the \$100,000 between them aqually, share and share alike. Mr. D. replied, the commissioners acted by the special order of the Secretary of War, who directed the classification as it was made.

I then remarked, I will get rid of this business myself, but I do not think the money will be paid to *attorneys of half-breeds*, I can, with an open letter in my possession, hand the money over to the quartermaster, Lieutenant McCissac.

I went with the letter and money immediately to the fort, and handed them over to Mr. M. Mr. D. and General Brook came into the quartermaster's office while I was paying over the money; and General B. remarked to Mr. M. that he would give him an order to go to St. Louis, that he might take *that* money down to meet the drafts that had gone.

I supposed, from his coming in with Mr. D., that he (D.) had got the General to give the order, and deemed it not well to say any thing; so I paid the money and came off.

Mr. Campbell expressed much dissatisfaction at the amount granted him, (\$600,) and still more at the charge of half by Mr. Dousman, and persisted that he had given no authority to any man to receive it for him. How he and Mr. D. ultimately settled it, I know not. Mr. Campbell returned home, where I can, by inquiring, know more of that transaction.

That in the case of Mr. Peon, he (Peon) had a claim for goods formerly sold the Winnebagoes, amounting to \$700. That by advice of Mr. D. and Mr. Boilvin, he employed Mr. Brodhead to advocate his claim, as he was assured if he did not employ Mr. B. he could get nothing. On the claim he was allowed the full claim of \$700. Similar remarks were made to several other claimants; and they were assured that if they did not employ B. they would get nothing. That *these opinions were well known to be circulating by the commissioners*, I am constrained to believe, from the concurring opinions of so many persons.

A slip of paper was left in the commissioners' quarters, purporting to be part of a *docket of cases of application as half and quarter breeds*; and that on said docket every application to which Brodhead is marked as counsel for claimant, the claim is in the first class, and at the highest rate allowed. This paper is now here preserved.

Another fact. Mr. Brodhead said that GENERAL CAMERON and HIMSELF had brought on \$40,000 or \$60,000 WITH THEM. Mr. F., the secretary, also said the commissioners did not care whether the disbursing agent paid their private draft, for that the commissioners had brought on a large amount of money; and *the money paid out here, was on a BANK of which GENERAL C. is president*. What could

all this money be brought here for by the commissioners and Mr. Brodhead ?

JOS. M. STREET.

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JANUARY 2, 1839.

Mr. Brodhead first offered me *six hundred dollars* for the claims of my two children, *stating they were only of quarter blood, and would be allowed very little.* I refused to take it ; but said, after being repeatedly urged, that I would *sell for eight hundred dollars.*

*Colonel Brodhead finally agreed to give it.* The action of the *commissioners*, however, in reference to my children, entitled them to *thirty-two hundred dollars.* On learning this, I became dissatisfied, and went to Mr. Brodhead, informing him what I had been assured, when he agreed to give me *three hundred dollars more,* making *eleven hundred ;* which *my children received,* instead of *thirty-two hundred dollars.*

My son's name is John Baptist, and daughter's Angelique.

JOHN BT. PEON, his x mark.

Done in presence of

JOS. M. STREET, *Inl. Agent.*

D. LOWRY.

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WASHINGTON CITY, *February 6, 1839.*

SIR : I have the honor to enclose a letter received by me from General J. M. Street, United States Indian agent for the Sac and Fox Indians, of date the 8th of January, 1839, written at Prairie du Chien, and having reference to the proceedings of the commissioners on adjudicating claims, &c. under the treaty with the Winnebagoes of 1837.

By the authority conferred in the first or second paragraph of the above-described letter, I also enclose extracts from two letters from General Street, dated, respectively, the 10th of November and 10th of December, 1838, referring to the same subject.

Very respectfully, your obedient servant,

E. A. HITCHCOCK

*Major M. D. Agent.*

HON. T. HARTLEY CRAWFORD,

*Commissioner of Indian Affairs.*

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*Extract from a letter dated Prairie du Chien, November 10, 1838, from General Street to Major Hitchcock, St. Louis.*

You will hereafter learn the course pursued by *the commissioners.* I have no leisure or *heart* to detail the *shameful and CORRUPT*

COURSE represented to me. Lockwood and Dousman, in conjunction with a Mr. Brodhead, (the latter with THE COMMISSIONERS and BRAGGED that he had made \$60,000 out of the claims and half-breeds,) decided the cases, and the commissioners only confirmed their acts officially. Let any man of common sense and honesty look at the treaty, and then place the half-breeds in classes, if they can; and that, too, has no relation to half or quarter blood, but they are classed by favor. A quarter blood is in the first class, and a half in the third class. If the case was represented by Mr. Brodhead, or Mr. Dousman, or Lockward, strongly, it was in the first or second class; if not advocated by either of these potent characters, the case went in the third class. On expressing my surprise at any classification under the language of the treaty, Mr. Dousman replied that special instructions were given to the commissioners to make the classification.

You will, no doubt, hear from other sources of the conduct of the commissioners as represented to me. Not one cent ought to be paid upon such decisions. Had the commissioner under the Sac and Fox treaty been guilty of such conduct, I am confident he would not have been permitted to proceed. I had some idea of their conduct from claims sent against the Sacs and Foxes, and promptly rejected.

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*Extract of a letter from General Street to Major Hitchcock, dated Prairie du Chien, December 10, 1838.*

To take the statements made by most of the respectable persons here, whether claimants or not, and without regard to their success, you would with me conclude that they (THE COMMISSIONERS) were actuated by the most corrupt motives.

A lawyer, named Brodhead, came along with the commissioners, and it was soon noised about that it would greatly advance the interest of claimants if Mr. Brodhead was employed to present them; and also in relation to half and quarter breeds, that it would determine the amount to be given to a half or quarter breed, if they employed Mr. B.

In the first case of claims, the claim, if presented through Mr. Brodhead, was established with little proof or trouble; and if the claimant declined employing Mr. B., but determined to rest his claim upon its real intrinsic merits, he was sure to lose the whole or a greater part of what he claimed.

In the case of the half and quarter breeds, much more depended on the employment of Mr. B.; yet a man of plain common sense and common honesty would declare that there was no need of a lawyer; for it must alone depend, under the treaty, upon one simple fact—whether they were related to the Winnebagoes as near as half and quarter blood? if they were, they were entitled to a share; if not, they ought to be wholly excluded. The only question that could arise under the treaty was between the amounts to be granted to half and quarter breeds: whether half-breeds should draw the same as quarter-breeds,

or if half-breeds would not be entitled to full shares, and quarter-breeds to half shares. But no one, from reading the treaty, will say that the commissioners, or the Indians who made the treaty, intended any thing but the *equal* division amongst *all their relations* not further off than *quarter-blood*, of \$100,000, share and share alike. The idea of any classification of the relations was never thought of by the Indians; and a classification which has grown out of this measure, giving to a quarter-blood a full share, and to a half-blood less than half the amount given to the quarter, is MONSTROUS; and to the Indians, and especially those who made the treaty, unsatisfactory. True, in some cases, the influence operating upon the Indians, and the *constant stream of intoxicating drinks, freely given, to keep up that influence*, prevent any thing from being said; still the language of the treaty remains, and gives color to the charges made from every quarter, of PARTIALITY IN THE CLASSIFICATION OF THE RELATIONS OF THE INDIANS; and if inquired into, it is found to rest, as I have said, upon the fact of the *employment of Mr. Brodhead*. If *Mr. B. was well feed to his satisfaction*, the relation was placed in the first class, and entitled to the *largest share*; if not so well feed, in the *second class*, with a *proportionate deduction of dividend*; and if NOT FEED AT ALL, in the third class, *with the smallest dividend*. This classification, too, had no relation to blood, *whether of half or quarter*, but was graduated by *the fee paid to Mr. Brodhead*.

Long before any claimant could understand the fate of his claim, *Mr. Brodhead could tell all about it*; and in some cases, the claimants, by employing him when their claims were reported to them to be rejected for want of proof, got them allowed by employing Mr. B. Some, too, who were informed by the commissioners that most of their claims were rejected, and but a small part granted, gave Mr. B. *his full fee*, and found their claims confirmed at the largest amount they claimed, ultimately. In most cases, *Mr. B.'s fee was* such a per cent upon the amount allowed, and *secured* to him out of the claim.

The impression has obtained currency here, *that the commissioners brought M. Brodhead with them, upon a bargain to share the profits obtained through him of the claimants, and half-breeds*; and that they have made *at least \$20,000 apiece*; that is, Mr. B. declared his fees amounted to *upwards of \$60,000*. Persons here calculate differently, and think his *fees nearer to \$80,000*. These fees, too, were as good as cash in hand, being a per centum upon claims and shares.

These, you will admit, are high-handed measures, and it is some relief to consider they met with a man in office who dared to give them a check, and even to question the correctness of their course; and I do hope enough will reach the Department to induce at least a re-hearing in regard to the Indian relations. The claims are possibly too wide-spread to admit of a re-examination, without involving great expense; yet I do hope something may be done to show the dissatisfaction of the Government *with such BAREFACED CORRUPTION*. I have extended this letter so far as to leave no room for particular cases in point, nor do I suppose it would serve any purpose; yet they can be adduced, if required. I have merely taken up the talk as given to me by many of the most respectable persons at this place.

In the case of the claims, to have the advocacy of Mr. Brodhead, Mr. Dousman, and Mr. Lockwood, was sufficient to ensure the passage of the claim. And Mr. Boilvin was a most potent advocate, and *doorkeeper for the commissioners* frequently; indeed, most frequently they acted with closed doors; and Mr. Boilvin in most cases acted as doorkeeper, and turned gentlemen back who were coming into the commissioners' office on business with them. Was it not strange, passing strange, to have a board to decide on the claims and report to the commissioners, (who in all cases confirmed their decisions) composed of *two traders, themselves having large claims*, and one of them the largest trader with those very Indians? To me it was astonishing. As I said in my former letter, if the commissioner at Rock island had appointed Davenport or any of the traders to examine claims, there would have been such discontent that I should have expected that the proceedings would have been forcibly stopped.

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PRAIRIE DU CHIEN, January 8, 1839.

DEAR SIR: After receiving your letters on the subject of half-breed claims amongst the Winnebagoes, I will freely give you all the information I have, or can obtain, in relation to the distribution of the \$100,000 set apart, in the treaty of 1837, for the half-breeds of the Winnebagoes. As *a friend*, I have written you somewhat freely before, under feelings of *deep indignation*, on hearing of the *shameful speculations* made on the half-breeds during the sittings of the *commissioners* sent here to adjudicate claims against the Winnebagoes, and divide the \$100,000 given to the relations of those Indians in the treaty of cession of 1837. I wish you to *use any part of my correspondence* you may think proper, and in such way as you choose. In them I have sometimes, possibly, desired the information to rest with you, lest I might draw down on myself the enmity and persecution of a very wealthy and (with the Indians) influential class of persons on the Indian frontier; but, if it can be in any way useful in doing good to the *poor DEFRAUDED half-breeds*, use them ALL as you deem best for the elucidation of the subject, and the obtaining of *justice* for the *ignorant, defrauded half-breeds*.

The information is, of course, from others, as I never saw the commissioners; and my duties with the Sacs and Foxes kept me away from this place during the whole time the commissioners were here.

The cases of Messrs. Peon and Oliva will show the amount shaved off of the sums allowed them by *Mr. Brodhead*; and I will add another case of a discharged soldier, named Vunk. I am unable to say how much Vunk was allowed by the commissioners, yet a reference to the name in their returns will show. This case of Vunk is on the information of Mr. Samuel Gilbert, a very reputable citizen of this place, and well known to you. Vunk came to this place, some time in July, with a Winnebago squaw, who had a half-breed child born



previous to the treaty of 1837, and lived in an old dilapidated house belonging to Mr. Lockwood, next door to Mr. Gilbert. Vunk was subject to hard drinking, and told Mr. G. he came to get a part of the \$100,000 given to half-breeds by the Winnebagoes, for his child; that he had sold his claim to Mr. Brodhead, and would go so soon as the commissioners decided on the claim; that he was to get \$400, to be paid in Mr. Lockwood's store, and as soon as he could get it he intended to leave the squaw and go off. Mr. Gilbert saw Vunk getting goods afterward at Lockwood's, and V. came to T. P. Street's store with orders from Lockwood for goods. Vunk was frequently drunk, and about the time the commissioners left here, V. quit the place, leaving the squaw and child with the Indians; nor is it known where Vunk went. The squaw and child are dependent for food and clothing on their own exertions, and are with a hunting party of Indians on Turkey river. Every cent of the sum divided to this half-breed child is lost forever to the child; Vunk sold and conveyed away the claim, and the money paid to *him* he drank out and carried away, abandoning the squaw and the child to the care of her people. What good has this done a half-breed?

There are, doubtless, many similar cases; but as most of the half-breeds live at Green Bay and the Portage, I have been unable to see them; and no information can be obtained by letter, for few of the half-breeds can write, and a letter would be carried to some trader, or to Boilvin, who is too much involved in the frauds to suffer any information to be given that could go to establish the frauds in which they have so deeply engaged.

I am promised a few leaves from a docket, found in the quarters occupied by the commissioners here after the departure, which I will enclose if I can get them. On them may be seen, I am told, that every case to which Mr. Brodhead is marked as attorney for the half-breeds is in the first class, and of course entitled to the largest amount. The classification of the claims was certainly, in itself, unjust, and at once furnished the means of the most shameful speculation. If there had been no classification, the half-breeds, ignorant as they are, could have counted up their numbers, and, by dividing the \$100,000 into that many parts, would see how much would be coming to each one; but placed into three classes, made by arbitrary distinctions unknown to the half-breeds, they and every other person (*not in the confidence of the commissioners*) were alike in the dark. Some of the first class were quarter-blood, some still further off, and some of the third class were full half-bloods.

The commissioners pretended to class them in proportion to their *ability to be useful to the Indians*; this, too, depending upon such information as they could get from Dousman, Lockwood, Boilvin, and Rolette, who are mostly engaged in the same speculations and impositions upon the half-breeds. Mr. Marsh, (a respectable merchant of this place,) partner of Bugbee, said to me that he knew not many persons of the half-breeds, but that one, a minor, was allowed \$6,000, and, he understood, had sold his or her claim to Mr. Brodhead. Mr. Marsh further said, that when half-breeds first came to this place to attend upon the commissioners, the general opinion expressed by them was, that each one would get about \$1,000 of the \$100,000

to their share. They said there was about a hundred persons of the relations ; that there were not more than five either over or under that number, and therefore they would get about \$1,000 each. But very soon he heard of the classification, and the arbitrary rule of classing, by the commissioners—not on the principles of the laws of the United States, according to blood, but according to the possible usefulness that the person might be to the Winnebago tribe, to be judged of by the commissioners, dependant on information obtained from the before-mentioned *PACKED source*. This confounded all calculation amongst the relations and whites, (except THOSE IN THE CONFIDENCE of the commissioners,) the INITIATED FEW. The consequence was, the relations who were in the *dark* were persuaded by Brodhead, aided by Dousman, Brisbois, Boilvin, Lockwood, &c., that they would get *very little*, and strongly urged by all these advisers to sell to Brodhead ; and the same *management* deterred merchants and other capitalists from coming into contact with a man domiciliated with the commissioners at private lodgings, who appeared the confidential friend and adviser of the commissioners, and, if he chose, could, and occasionally did, let persons know the decisions of the commissioners long before they were known to any other person. So deeply were the half-breeds and many other claimants impressed with the belief that the commissioners and Mr. Brodhead were acting in concert, that they generally spoke of Mr. B. as *one of the commissioners*.

*One evening Mr. Brodhead came into a boarding-house with the COMMISSIONERS, and sat for some time figuring on a paper, and exclaimed : "NOT A BAD BUSINESS ; THEY AMOUNT TO \$60,000, which, divided by FOUR, GIVES \$15,000 TO EACH — NOT A BAD BUSINESS."* Mr. B. did not explain further, possibly as there *were several other persons in the room* ; but Marsh suspected, from all the appearances, *he meant HIMSELF, ONE or both the COMMISSIONERS, and Messrs. Dousman and Lockwood* ; if the commissioners were concerned, Dousman, Brodhead, and the commissioners ; IF CAMERON ALONE of the commissioners, then Dousman, Brodhead, Cameron, and Lockwood, made the four. Boilvin and Brisbois were evidently merely *used*, and found their account in the passage of such accounts as they laid in against the Indians, or got some *small sop* ; and with this *last class* Lockwood may be numbered, as being bought by something in proportion to their limited *head-picces*.

Mr. Marsh, though, thinks \$60,000 was too small an amount, if Mr. Brodhead purchased *all* the half-breeds ; so he thinks there were four persons engaged in B.'s speculations, amounting to \$60,000, and that Dousman and Lockwood had made speculations seperately. At this place I can certainly hear of *but one case unsold* : that is a half-breed, named Mitchell, for whom Doctor Moore drew as *agent*, and the draft was placed in my hands by T. P. Street, to be used by me to refund some money advanced by me for Moore and Street, and assigned to Pratte, Chouteau, & Co. ; this is for \$600. The half-breed lives with Doctor Moore, and is about eight or nine years old. The case of Mrs. Campbell, (late Sophia Palen) is drawn to Dousman, agent for Palen, or Campbell,) and Dousman said is for \$600 ; and in my hearing he told Campbell he could let him (C.) have but

\$300 ; for, said Dousman, "if I had not attended to your case you would not have got a cent." Moore and T. P. Street are merchants, trading as Moore and Street.

The information given is, principally, from the following sources, to wit :

Peon's case from Mr. Peon, the father, and Mr. Oliva, all living here.				
Oliva's case, rom Oliva,	-	-	do.	do.
The other cases given by Oliva,	-	-	do.	do.
Vunk's case, Samuel Gilbert,	-	-	do.	do.

Palen or Campbell's case, of my own knowledge ; Campbell and wife, Lower Rapids.

Brodhead's declaration of the **\$60,000**, Mr. Marsh, living here.

The other information is from Mr. Marsh, and the general suspicion of the *speculation* of the COMMISSIONERS from various persons here, who all seem to think that, from all the *appearances*, B. and the *commissioners* were concerned and acted together.

The secretary, Mr. Featherstonhaugh, said that the commissioners did not care a fig whether the disbursing agent paid their drafts for expenses or not ; GENERAL CAMERON *had brought upwards of \$60,000 along with him, of his own money.* Mr. B. made a similar declaration in Mr. Boyd's presence. What could this \$60,000 be brought here for? And does not the amount strangely correspond with Mr. B.'s soliloquy about the \$60,000 divided by 4 making \$15,000—"not a bad business?" *One thing is certain: \$100,000 was to have been distributed to the half-breeds.* Drafts for the whole amount have been made. and to whom? And who has the legal right over this large amount? *The half-breeds? No.* Mr. Brodhead, Mr. Dousman, Mr. Lockwood, &c. *Some few thousand dollurs in notes of a BANK in MIDDLETOWN, Penn., of WHICH S. CAMERON IS CASHIER, were paid for these claims to half-breeds here ; and I can hear of no obligations even for the payment of any more here. This is a strange disappearance of \$100,000.* Mr. Dousman said to me that there was not \$1,000 of the drafts for parts of the \$100,000 in Prairie du Chien, for they went to St. Louis on the same boat with the commissioners. Mr. Dousman further said to-day (8th January, 1839) "Major H. did wrong to suspend the payments, and he will be made to see it, and feel it too! I have ordered all my cases to be *protested legally*, and have no doubt about it I will get the amounts and EXPENSES OF PROTEST." This was said in my hearing, in presence of several gentlemen. At the same place, in a conversation with Mr. Rolette, he said "it would have been well enough to take security of persons to whom the money of half-breed *minors* was paid; for at St. Peter's, in paying half-breed Sioux, some \$5,000 was paid to Stambaugh, but little of which will ever go to the half-breeds." I did not reply.

The request made in a former letter, that the information given should remain with *you only*, proceeded from a desire not to subject myself to the persecution it might raise, without any benefit to the half-breeds, and not from a want of evidence of the truth of the information. Now, if any thing can be done to obtain JUSTICE for the half-breeds, I freely give you leave to use whatever I have written,

in such way as may best subserve the cause of *right and justice*. To me it seems *BASE and unpardonable*, that men chosen by the President, and sent at a *great expence* so far, to see *justice* done to the Indians and to the half-breeds, should suffer such *SPECULATIONS* to go on under their noses, as it were, by a lawyer coming with them from the same portion of country they inhabit, and living all the time with the *commissioners* and in close *intimacy with them*. Even if the commissioners were not interested in the speculations, TO SUFFER IT, and in such a way, too, IS MONSTROUS. Yet, the ONLY MONEY PAID OUT WAS THE NOTES OF THE MIDDLETOWN bank, of which General Cameron is cashier; and his friend, the secretary of the commissioners, boasted GENERAL C. HAD BROUGHT ON \$60,000; and no other bank-notes were flush about this place at the time, but miserable depreciated paper of Wisconsin. The MIDDLETOWN NOTES were gladly received, and were the only paper currency at the place, until the quantity of specie was paid to the Indians, when some of it was taken up for specie, to get light money to travel on.

I regret that Mr. Marsh went into the country and I failed to see him, as I expected, to-day; when he promised, if practicable, to get the leaves of the docket and hand them over to me. If I cannot see Mr. M. before the mail closes, they shall come in the next mail, three days hence. In my conversation with gentlemen here about the commissioners, they unite in an opinion that there was too close an INTIMACY between Mr. B. and the commissioners for them to remain ignorant of Mr. B.'s speculations; and they think Mr. B. knew too much of the state of their decisions before being known to any other persons, for the COMMISSIONERS to be free from SOME INTEREST in the business carrying on by B.; AT LEAST, SUCH SEEMS DECIDEDLY THE CASE AS TO GENERAL C. Mr. Murray is described as a nervous hypochondriac, of extremely singular manners, and of unequalled irritable mind, though generally distant and gentlemanly in his deportment. Public mind here seems to favor the opinion that Murray was INNOCENT, possibly, of any pecuniary interest in the speculations; but, from his disposition, declined prying into GENERAL C.'s CONDUCT, or thrusting himself forward as an upright just man would have done, to save a parcel of ignorant fellow-creatures from being so cruelly FLEECEED by GENERAL C. AND MR. B.

The half-breeds, too, thought there was *no relief—the offers of Mr. B. or nothing*. These were men sent by the President, stood high in his favor, and what they did would be approved. Besides, the Sioux commissioners came down in the time, and the whites who had been up to prey upon them, and all united in high approbation of the plan of classification; and some declared in my presence that this (the classification) was made in obedience to the orders of the Secretary of War, which Mr. Dousman assured me he had seen.

All this taken together by unlettered, ignorant half-breeds, brought them to the conclusion to *take any thing Mr. B. offered*; for they considered *it was that or nothing*. Many had come more than 100 miles, and remained here on expenses for a long time, and had no money to pay; they were forced to *sell, to get away*. The time taken to simply divide \$100,000 between less than 100 half-breeds was out of all REASON; and there is no *apology* for making the half-breeds

remain here until the claimants for debts should come in, and their claims be decided upon. The half-breeds might [have been acted upon, and their business completed in a few days; and yet the commissioners kept them here, and their cases undecided, near *seventy or eighty days*. They did not even know what they were adjudged to receive until a few days before the departure of the commissioners from this place. When they learned (partially at last) how deep they had been shaved, they began to murmur so loud, *that Mr. B.*, in Peon's case, *had to plank up \$300* in addition to the sum he had given him for the two claims of his children, (two *minors*,) who may or may not get the \$1,100 given by *Mr. B.*; yet the commissioners gave their certificate to pay *Mr. B.* \$3,200 for those two claims.

From all the calculations I can make from *data* here, out of the \$100,000 the half-breeds got about \$32,000, or \$35,000 nominally; for much was paid in merchandise, at high rates, out of Mr. Lockwood's and the American Fur Company's stores.

I am told by T. P. Street, a merchant of this place, that he had a claim against the Winnebagoes for merchandise sold them; that Mr. B. beset him for some time after his claim was handed in to employ him at 10 per cent on the amount allowed, and assured him he had better do it to get any thing. He declined, and said his account was plain, and the commissioners might decide on them without a lawyer, for he would not employ him. Mr. B. still persisted, and Mr. S.'s books were required. He gave them up to the commissioners, but still told Mr. B. he would not employ him; that his accounts were plain; the Indians acknowledged it; and the commissioners might do what they pleased with it—he cared not. A few days before they left, they gave him a certificate for the amount.

If, out of all my letters on this subject, you can obtain information that will enable the Department to do justice to the abused and CHEATED half-breeds, I shall feel much gratification.

I have the honor to assure you of my high respect, and am your most obedient,

JOS. M. STREET,  
U. S. Indian Agent.

Major E. A. HITCHCOCK,  
Mil. Dis'bg Agent, Ind. Dept.

P. S.—A few days past Mr. Lockwood said he felt perfectly sure his part of the \$100,000 would be paid; for when the commissioners got to Washington, they would induce the Secretary of War to have all paid; for, said he, Mr. Brodhead has too deep a stake in the half-breed claims for the COMMISSIONERS to see *him* suffer. I feel no fear for the event.

JOS. M. STREET.

## APPENDIX.

WASHINGTON CITY, *March 12, 1839.*

SIR: I have the honor to submit the following remarks, (with copies of letters,) in view of the letters of Messrs Cameron and Murray of the 20th and 24th ultimo, respectively, on the subject of the Winnebago half-breed money.

Referring to my reports upon this subject, especially those of the 6th and 8th of November last, and desiring as far as possible to avoid repetition, I have to observe that, in order to understand the motives of my conduct, (which General Cameron more particularly is disposed to question,) it will be necessary to take into view my conduct towards the half-breeds of the Sioux, who were entitled to \$110,000.

Under date of September 9, 1838, I reported to the Commissioner of Indian Affairs the preparation of two steamboats for departure from St. Louis, with annuity and other supplies for the Sioux and Chippewas. For the half-breeds of the latter tribe, I had placed on board of one of the boats \$50,000 in specie; but I remark, in my report of the date referred to, as follows:

“You have not sent the fund for the half-breeds, for either the Sioux, (\$110,000,) or Winnebagoes, (\$100,000,) but say they will be sent in due season. I have examined very carefully all your instructions, copies of letters to Governor Dodge, &c., and cannot resist the belief, that the payment was designed to be made to the half-breeds of the Sioux, on the decision of the commissioners, in the same manner as in the case of the Chippewas. The boats now about to go up will probably be the last that will ascend the river (to St. Peter’s) this season, so that another opportunity of sending the specie may not occur.

\* \* \* \* \*

“In the hope that I shall but anticipate your wishes, I shall send \$110,000 in specie for the Sioux half-breeds, with the most careful instructions as to its disposition. \* \* \* I cannot furnish the \$100,000 for the Winnebagoes, and there is not the same importance in so doing at this time, for there will be frequent opportunities of remitting the funds to Prairie du Chien hereafter.”

The directions given by myself in reference to the payment of the \$110,000 were addressed in writing to the special agent, Mr. F. Pfister, making a part of very minute instructions, under date of the 10th of September, to wit:

“The commissioners having been directed to decide upon the half-breed claims under the Sioux treaty, \* \* \* it seems important that payment should immediately follow the decision; otherwise the claimants may disperse, and create a difficulty in their future recognition, sufficient to render the labors of the commissioners nugatory. You will therefore place in the hands of Lieutenant Whiteborne \$110,000 in specie, for payment, under the 2d paragraph,

2d article of the treaty with the Sioux of 1837, advising him that it is the express directions from this office that no part of this money be paid to *any proxy*, to any person holding a receipt, or pretending in any manner to REPRESENT a claimant. That the money will be paid only to a claimant in his own proper person, and then only on the requisition of the commissioners, countersigned by the Indian agent; and this principle you will please observe yourself, in the similar payments you may make to the Chippewa half-breeds."

These directions, which will sufficiently show the principle I deemed to be important in the payment contemplated, were repeated by myself in a detailed letter of instructions to Lieutenant Whitehorne, of the same date, the 10th of September, to wit :

"I have to observe, that the fund (\$110,000) for the half-breeds [Sioux] has not been remitted by the Commissioner of Indian Affairs, and I have taken the responsibility of forwarding it without instructions.

"My object is two-fold : to make use of the most convenient opportunity, and at the same time to satisfy the claimants. If the commissioners have ample instructions, which I must assume to be the fact, and will specifically set forth the claims of the half-breeds, indicating their persons and assigning the amounts to be paid, you can take official evidence over their signatures, and, with the official sanction of the Indian agent, you can pay the amounts in specie to the particular claimants."

On the following day, the 11th of September, I made a report to his excellency Henry Dodge, Governor of Wisconsin, and ex-officio superintendent of Indian affairs, from which the following is an extract :

"The fund for the payment of the Sioux half-breeds has not been sent to me from the Treasury. This circumstance has induced a step on my part which I hope may not be productive of evil. I had on hand a considerable balance, due for purposes not immediately requiring an expenditure; and I have sent it, without instructions from Washington, to pay the half-breeds of the Sioux, under the treaty of 1837, \$110,000. I had received the money for the Chippewa half-breeds, (\$50,000,) and was furnished copies of letters to yourself, in one of which the Commissioner of Indian Affairs says the half-breed money will be sent in 'due season,' for the Sioux and Winnebagoes.

"I considered that to pay the Chippewas and not the Sioux would appear singular; that although those tribes were at war, the fact of payment [to either] would be known [to the other,] and any difference of treatment would be marked. I also thought this opportunity the most convenient, if not perhaps the last that will occur this season. I further thought, that if the commissioners, under your directions, should designate the half-breeds, and the amounts due them, respectively, an immediate payment would prevent all future difficulty; whereas, were the payment to be delayed, and the half-breeds disperse, there would be nearly as much difficulty hereafter in identifying the claimants as before the commissioners entered upon duty. \* \* \*

\* \* \* Add to all these considerations, the Indians, were the

half-breeds not paid, would be likely to be influenced by them unfavorably.

"I have been thus particular in stating the reasons for my conduct, because I am anxious to justify myself. I have consulted the treaty, and all the instructions referring to this matter, and find nothing which seems to contemplate a delay of payment.

"To guard against erroneous payments, I have ordered that specie only be paid, and that no payment be made to any representative of any claimant." \* \* \* \* \*

No one can read these letters and reports, and imagine for a single moment that I had the slightest disposition, as intimated by General Cameron, to retain public money in my hands.

In the case I have stated, I was under no instructions to send a single dollar for the Sioux half-breeds, and the letters will show my reasons for taking a *heavy responsibility*, and the precautions resorted to for the protection of the half-breeds.

No one can imagine, having a knowledge of the facts I have shown, that I could pay at St. Louis the drafts of the Winnebago commissioners in favor of *third persons*, on account of the Winnebago half-breeds.

Why should I have been so particularly careful in my instructions to others, in all that related to the Sioux and Chippewa half-breeds, and contradict all my principles in my own conduct at St. Louis, in relation to Winnebago half-breeds? In this showing of the case, it is preposterous to suppose that I could for a single instant have thought of paying the money on the drafts of the commissioners in favor of *third persons*.

In my report of the 6th of November, to the Commissioner of Indian Affairs, I have stated the time at which I received the money for the Winnebago half-breeds, and the time I sent it to Prairie du Chien.

General Street, who is so unworthily referred to by Mr. Murray, was in St. Louis when it was my wish to send the money to Prairie du Chien. I requested him to take charge of it, and convey it there. He was, however, unwilling to take the hazard of so a heavy charge in specie, and I had not the shadow of right to require such a service from him. We conversed upon the subject some time, alluding to the loss by theft of \$15,000 in specie, only a few weeks before, at *Prairie du Chien*. After maturely considering the subject, I determined to send the notes of the Bank of the State of Missouri. That bank was the authorized place of deposit for my public money. My funds were there in specie. That bank has never refused payment in specie for her notes, since she went into operation.

In order, however, to protect the half-breeds, I requested the cashier of the bank to furnish me with notes of one denomination, (20's,) for the whole \$100,000, explaining to him that I could not send the specie, for the reason stated above. He accordingly furnished me with \$100,000 in 20-dollar notes of the Bank of the State of Missouri, the specie for which was in the vaults of the bank, subject to the call of whoever might hold the notes.

As upwards of \$200,000 in specie had but a few weeks before been paid by the Indian department on the Mississippi river, I naturally



supposed that a large portion would fall into the hands of traders, who would gladly exchange it for the notes sent for the Winnebago half-breeds; and the following letters of instruction were given by me in reference to the payment of the Winnebago half-breeds.

Under date of October 16, I addressed Dr. J. C. Reynolds :

“SIR : I send by the hands of General Street, Indian agent, \$100,000 for payment to the Winnebago half-breeds, under the 4th article of the treaty of 1837.

“This money will be paid to the particular individuals who shall be designated, and for whom specific amounts shall be required by the United States commissioners (Messrs. Murray and Cameron) for the examination of claims under the treaty. You will please pay the precise amounts required (not exceeding the whole amount) to the particular individuals for whom required, taking such evidence as is necessary in the payment of annuities.

It is presumed as much specie can be procured, in exchange for notes, as will be necessary for satisfying the claims of those who may be unacquainted with the nature of paper money; for all others, bills of one denomination (20's) are furnished; and especial care will be taken, in all cases, to explain the value of the money, and that it is receivable in the land office.”

To Lieutenant McKissack I wrote, under the same date, as follows :

“I have sent, by the hands of General Street, \$100,000 to Dr. Reynolds, for payment to the Winnebago half-breeds. Should Dr. Reynolds have left Prairie du Chien, I request you to receive from General Street the money, and open the letter in his charge from this office, to the address of Dr. Reynolds, and execute the instructions therein contained.”

After this sending the money to be paid at *Prairie du Chien*, I was astonished, on the 5th of November, to find Lieutenant McKissack at St. Louis, with the whole amount.

As Mr. Murray (or Mr. Cameron) lays much stress upon my expressing regret to Lieutenant McKissack that the money was not paid at Prairie du Chien, I must observe, that I made the remark alluded to, not as regretting the non-payment of the drafts of the commissioners, but I regretted that the half-breeds themselves had not been paid. All of my letters and reports on the subject of half-breed money will show to what my regret referred.

If I had desired the payment of the drafts, it was the expressed opinion of the commissioners that I not only had authority to make the payment, but that I was required to make it; and if it was really so, whether my agent paid the money at Prairie du Chien, or myself at St. Louis, was a matter of indifference.

On the evening of the 5th of November, I called to pay my respects to the commissioners, who had arrived at St. Louis the same day with the money, but in another steamboat. The subject of the mode of payment determined upon by the commissioners was discussed more than I desired in a public reading-room; and I insist upon it that much argument was then and there wasted, to prove that the half-breeds were dispersed, and could not be found by the paying agents of the Indian department.

In the evening of that day I prepared the *report of the 6th of November*. I had not, up to that time, heard of any particulars in relation to the proceedings of the commissioners, except that the mode of payment determined by them set aside the principle which all my letters will show I deemed indispensable. Your letter of instructions to me of the 20th of November, approving my conduct, will show that I was correct as to that principle.

Under the impression that this departure from the principle of a direct payment to the half-breeds might be overlooked by the Department, unless there should be reason to fear that the half-breeds had been duped and cheated, I gave my opinion to the claimants that the drafts might ultimately be paid; and *this fact makes a part of my letter to the Commissioner of Indian Affairs of the 6th of November*.

My letter of the 7th substantially repeats this; for, by requesting authority to require bonds from trustees, I virtually intimate my expectation of orders to pay the drafts.

I have now to add a few words in explanation of my intercourse with General Street, which has fallen under the severe censure of Mr. Murray. It gives me great pleasure to do an act of justice to a high-spirited, intelligent, and conscientious man, who has attained years and respectability, but neither honors nor fortune, in a life spent in the public service.

It will be recollected that General Street undertook to convey, and did convey, \$100,000 to Prairie du Chien for the Government. This was an extra-official act; and by this voluntary act, for which he received *no compensation*, his passage in the steamboat even not being paid, he saved to the Government not less than \$300 or \$400, which it would have cost had I employed a *special agent* to perform that service.

Having been the bearer of the money for the half-breeds, he very naturally referred, in a private letter he addressed to me on the 1st of November, to the *proceedings of the commissioners*, and on the 10th wrote again on the subject. The opinions and feelings expressed by him on the occasion place him above the reach of the commissioners; written, as they were, before he could have known any thing of the suspension of payment at St. Louis on my part. On the receipt of his second letter, I wrote to him a very brief statement of my proceedings, simply requesting him, *if he thought proper*, to communicate such information to me as he might have or could procure. This was a private letter, of which I never had any copy; but the following letter, addressed to the *Rev. Mr. Lowry*, will show the spirit with which I prosecuted the inquiry. Adding here, that General Street followed the dictate of his own sense of what was due from an officer of the Government, in his communications to me, I will now present a copy of my letter to Mr. Lowry, which Mr. Murray has called for, with strong intimations that it contained something improper; and I desire him to read it in connexion with my report to the Commissioner of Indian Affairs of the 31d of December:

“ST. LOUIS, December 4, 1838.

SIR: You may have heard that the payment of half-breed money for the Winnebagoes has been suspended. I have need of information

in reference to the conduct of the commissioners at Prairie du Chien, and I address you as an officer of the Government, in a position likely to give you some means of information on this subject. I also refer to you, as a man of judgment and discretion, able to discriminate between mere rumor and established facts, and *tender of the reputation of men whose characters may be involved in the matter.*"

[I underscore these lines, for the especial observation of Mr. Murray and proceed with the letter.]

"If you have any direct knowledge, I will thank you to communicate it ; or if you can make inquiries of the half-breeds interested, or other persons who may be in the knowledge of facts, I wish you to inform me of the result.

"Existing reports are also important in the first stages of an investigation, not to be relied on themselves, but as pointing out sources of information ; and I will thank you, therefore, to state impressions, if any, which may seem to have general credit.

"I know you can have no other interest or principles in this matter than such as I participate in myself.

"I ought to inform you that the Secretary of War has approved of the suspension of payment, and will expect, and certainly has a right to expect, the officers of the Government to use their endeavors to protect the objects of its care from wrong ; a duty to the half-breeds in this case, and necessary for the preservation of the dignity of the Government.

"With great respect and regard, your obedient servant,

"E. A. HITCHCOCK,

Major, &c.

"Rev. D. LOWRY.

Principal, &c., Prairie du Chien.

Mr. Murray notices the absence, on the part of Mr. Lowry, of any communication such as he indicated in the letter enclosed by me, on the 5th of December, to the Commissioner of Indian Affairs. By a letter of the 8th of January, Mr. Lowry informs me that it was his intention to sign a letter or statement, *jointly with General Street*, having *been present and assisted in the inquiries of General Street*, but that the state of the ice in the Mississippi river prevented his going to Prairie du Chien, and that General Street sent the letter without his signature.

I have thus furnished a statement of my proceedings in relation to half-breeds of Chippewas, Sioux, and Winnebagoes, which, as already observed, should be considered together as a whole, in order that my conduct shall be properly understood.

I am under no concern in relation to this matter. If my letter of the 8th of November was severe upon the *commissioners*, it was written under very strong impressions of duty, and I never expected the *commissioners* would read it with complacency. My object was not to defame or distress them, but to exhibit the importance of suspending payment until inquiries could be made ; and for this purpose I stated such facts as I had heard, and gave such impressions as I had

formed. Under similar circumstances I would take the same course, and no apprehension of consequences could deter me from it.

Although my reports of the 6th and 8th of November are long, and convey some variety of facts and impressions, nothing has since come to my knowledge to induce any change, with the single exception that I had mistaken the person of one of the trustees, misled by the name, and supposed him a notorious gambler.

As for GENERAL CAMERON'S insinuation that I desired to retain and use the public money, as a reason for my not paying the drafts, I BLUSH FOR HIM while I appeal to the case of the *Sioux half-breed money, and deny it*. He should have been *ashamed* of the MEANNESS that could induce *him* to utter such an *insinuation*; but I spare *him*, in *pity* for his WEAKNESS, while I DESPISE his MALICE.

I have the honor to be, very respectfully, your obedient servant,

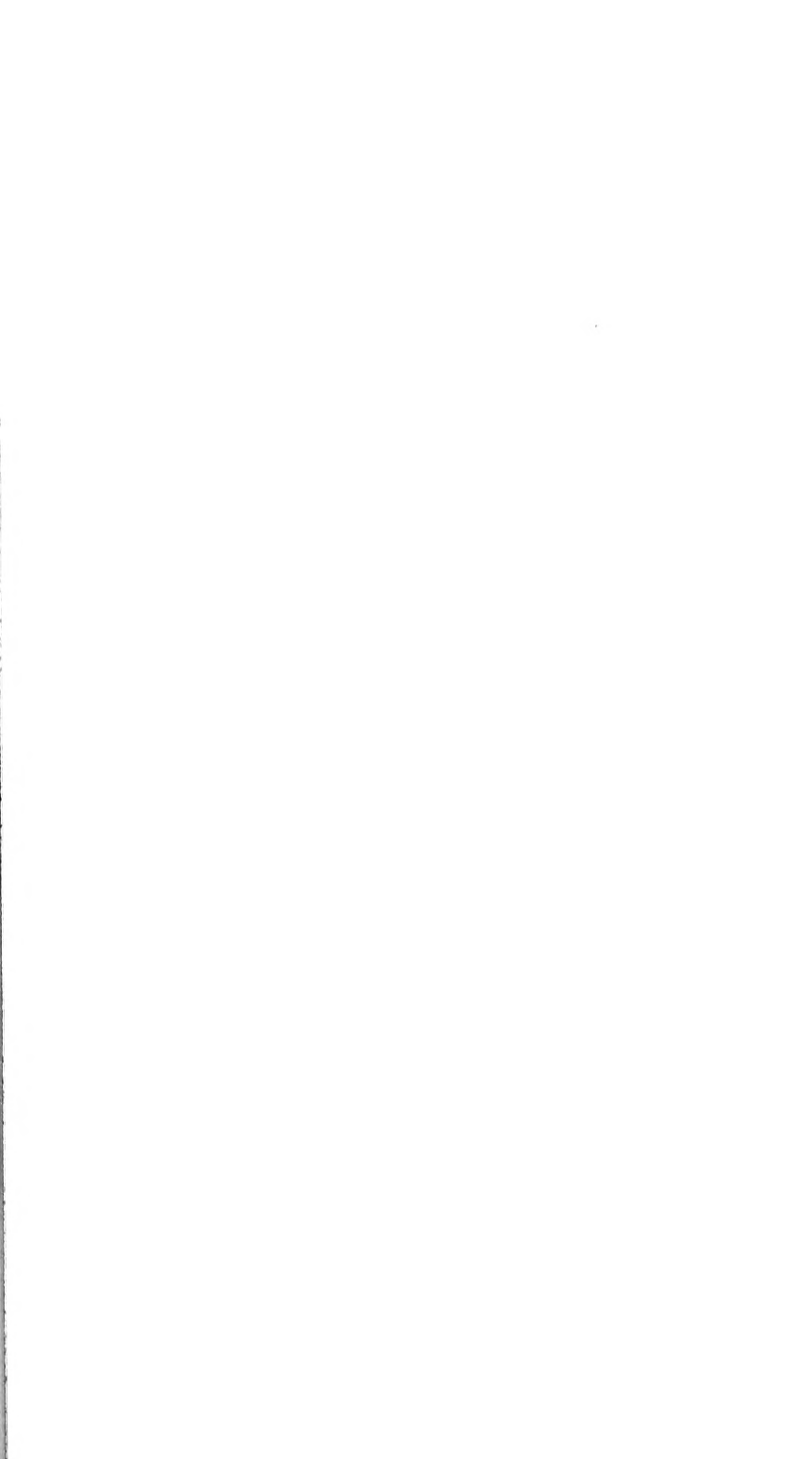
E. A. HITCHCOCK,

*Major, Disbursing Agent.*

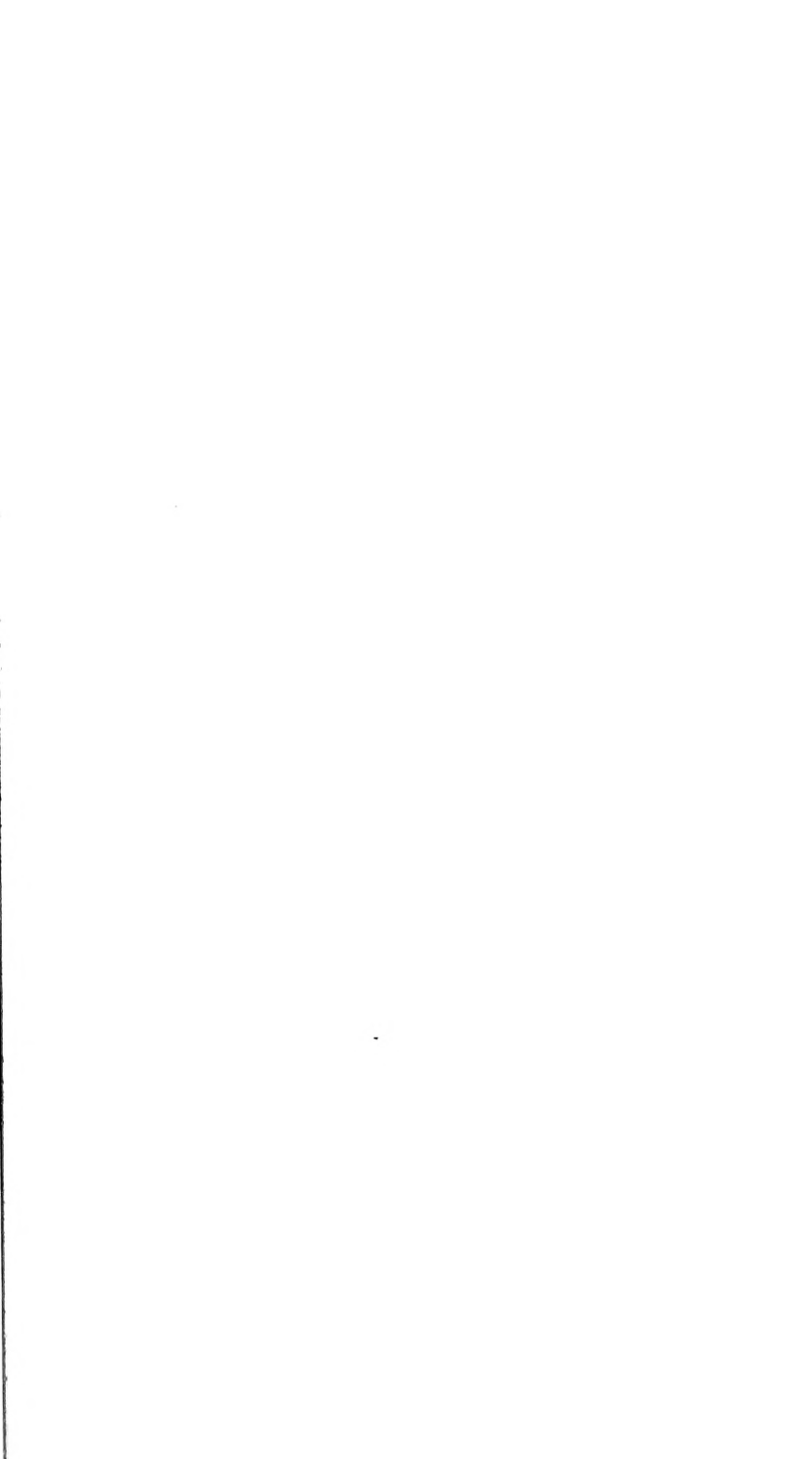
HON. T. HARTLEY CRAWFORD,  
*Commissioner of Indian Affairs.*

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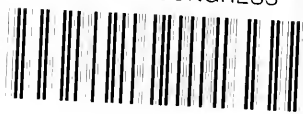






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